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**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

CLAYTON BLOCK CO., INC. :
: Civil Action No. _____
: Plaintiff, :
: v. :
: GREAT LAKE CONCRETE PRODUCTS, :
: LLC, and BERNARD DiPIZIO, :
: Defendant. :

COMPLAINT

THE PARTIES

1. Plaintiff, Clayton Block Co., Inc. is a New Jersey Corporation with its principal place of business located at 1355 Campus Parkway, Wall, New Jersey.
2. Defendant, Great Lakes Concrete Products, LLC, is a New York Limited Liability Company with its principal place of business located at 5690 Camp Road, Hamburg, New York 14075.
3. Defendant Bernard DiPizio is an individual citizen of the State of New York with an address of 5690 Camp Road, Hamburg, New York 14075.

JURISDICTION AND VENUE

4. This Court's jurisdiction is based on diversity of citizenship pursuant to 28 U.S.C. §1332 as Plaintiff and Defendants are citizens of different states and the amount in controversy exceeds \$75,000.00.

5. Venue in this Court is proper pursuant to 28 U.S.C. §1391(b)(2) as a substantial part of the events or omissions giving rise to the claim occurred in this judicial district.

FACTS COMMON TO ALL ACCOUNTS

6. On or about April 5, 2012, Plaintiff Clayton Block Co. and Defendant Great Lake Concrete Products, LLC entered into a Sales Contract. Exh. 1.

7. Pursuant to the Sales Contract, Clayton sold to Great Lake Concrete certain equipment referred to as the "Spectra Glaze Equipment Stretcher Line".

8. The purchase price in the Sales Contract was \$200,000.00 to be paid pursuant to an Amortization Schedule.

9. On or about April 5, 2012, Plaintiff Clayton Block Co. and Defendants Great Lake Concrete, LLC and Bernard DiPizio entered into a Promissory Note. Exh. 2.

10. Pursuant to the Promissory Note, Defendants were to pay Clayton Block the \$200,000.00 plus interest at the rate of 4% per annum.

11. Defendant DiPizio personally guaranteed the Promissory Note.

12. Clayton Block Co. caused the "Spectra Glaze Equipment Stretcher Line" and bill of sale to be delivered to Great Lake Concrete, LLC pursuant to the Sales Contract.

13. Defendant Great Lake Concrete, LLC failed to deliver the purchase price to Clayton pursuant to the Amortization Schedule in the Sales Contract.

14. Clayton sent notice to Great Lakes Concrete LLC and DiPizio that they were in default pursuant to the terms of the Promissory Note and that the entire balance was being accelerated pursuant to Paragraph 7 of the Promissory Note.

15. Plaintiff Clayton Block Co. has been damaged due to Defendants' breach of the Sales Contract and Promissory Note.

COUNT I

BREACH OF SALES CONTRACT

16. Plaintiff realleges and incorporates by reference the allegations set forth in Paragraphs 1 to 15 as if more fully set forth herein.

17. Clayton Block Co. complied with its obligation pursuant to the Sales Contract.

18. Defendant Great Lake Concrete, LLC breached its obligation to make payments under the Sales Contract pursuant to the Amortization Schedule.

19. Plaintiff has been damaged by Defendant's breach of the Sales Contract.

WHEREFORE, Plaintiff demands judgment against Defendant on this Count I for damages, costs, attorney fees, prejudgment interest and for such further relief as the Court deems equitable and proper.

COUNT II

BREACH OF PROMISSORY NOTE

20. Plaintiff realleges and incorporates by reference the allegations set forth in paragraphs 1 to 19 as if more fully set forth herein.

21. Defendants Great Lake Concrete, LLC and DiPizio failed to make payments due and owing under the Promissory note and are in default.

22. Despite demand by Plaintiff to cure the default, Defendants have not done so and the entire balance is now due and owing under the Promissory Note.

23. Plaintiff has been damaged by Defendants default and breach of the Promissory Note.

WHEREFORE, Plaintiff demands judgment joint and severally against Defendants Great Lakes Concrete Products, LLC and Bernard DiPizio individually for damages, pre-judgment interest at the rate set forth in the Promissory Note, costs and attorney fees as set forth in the Promissory Note and for such further relief as the Court deems equitable and proper.

COUNT III

QUANTUM MERUIT

24. Plaintiff realleges and incorporates by reference the allegations set forth in paragraphs 1 to 23 as if more fully set forth herein.

25. Plaintiff delivered the equipment to Defendant.

26. Defendant has had the use of the equipment but has not tendered payment as required.

27. Defendant has been unjustly enriched by its failure to pay for the equipment as agreed to by the parties.

28. Plaintiff has been damaged.

WHEREFORE, Plaintiff demands judgment on this Count against Great Lakes Concrete Products, LLC for damages, costs, attorney fees and such further relief as the Court deems equitable and proper.

CERTIFICATION PURSUANT TO LOCAL CIVIL RULE 11.2

Pursuant to Local Civil Rule 11.2, it is stated that the matter in controversy is not the subject of any other action pending in any court or of a pending arbitration or administrative proceeding to the best of our knowledge or belief.

Respectfully submitted,

Gertner Mandel & Peslak, LLC
Attorneys for Plaintiff

Dated: June 10, 2014

By: /s/ Arthur M. Peslak
Arthur M. Peslak

Exhibit 1

Sales Contract

1. Names

Clayton Block Co., Inc, a New Jersey corporation (Seller), and Great Lakes Concrete Products LLC, a New York limited liability company (Buyer), agree to the following sale.

2. Property Being Sold

Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, the following property:

Spectra Glaze Equipment Stretcher Line - Exhibit Attached

Spectra Glaze plant is being transferred subject to control of confidentiality and technology by the Spectra Group Companies regarding Spectra Glaze process and equipment the transfer is subject to the authorization by Spectra Industrial Licensing Corp.

3. Condition of Property

The property is used and is being sold as is.

4. Purchase Price

The purchase price of the property is \$200,000.

5. Down Payment

Buyer not required to make a down payment at the signing of the contract

6. Time of Payment

Buyer will pay Seller the purchase price in installments according to the Amortization Schedule Attachment.

7. Delivery

Buyer is picking up equipment at Sellers site.

8. Ownership

Seller has legal title to the property and is selling the property free of any liens or liabilities.

9. Transfer of Ownership

Seller will transfer ownership of the property to Buyer through a bill of sale.

10. Security Interest

Seller will not retain a security interest in the property.

11. Other Terms and Conditions

Under separate cover are Promissory Note and Personal Guarantee

12. Entire Agreement

This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

13. Successors and Assignees

This agreement binds and benefits the heirs, successors and assignees of the parties.

14. Notices

All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice

may be delivered:

- in person
- by certified mail, or
- by overnight courier.

15. Governing Law

This agreement will be governed by and construed in accordance with the laws of the state of New Jersey.

16. Counterparts

The parties may sign several identical counterparts of this agreement. Any fully signed counterpart shall be treated as an original.

17. Modification

This agreement may be modified only by a writing signed by the party against whom such modification is sought to be enforced.

18. Waiver

If one party waives any term or provision of this agreement at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this agreement, that party retains the right to enforce that term or provision at a later time.

19. Severability

If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable and shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.

SELLER

Clayton Block Co., Inc,
a New Jersey corporation
P.O. Box 3015
Lakewood, New Jersey 08701

Dated: 4/6/12

By: William R Clayton
William R Clayton
CEO

BUYER

Great Lakes Concrete Products LLC,
a New York limited liability company
5690 Camp Road
Hamburg, New York 14075

Dated: 4/5/12

By: Bernard DiPizzo
Resanne DiPizzo Bernard DiPizzo
Member, managing

Attachment 1

to

Sales Contract

1. Names

This attachment is made by Great Lakes Concrete Products LLC, a New York limited liability company (Buyer), and Clayton Block Co., Inc, a New Jersey corporation (Seller).

2. Installment Schedule

See Exhibit - Amortization Schedule attached.

SELLER

Clayton Block Co., Inc,
a New Jersey corporation
P.O. Box 3015
Lakewood, New Jersey 08701

Dated: 4 6 12

By: William R Clayton

William R Clayton

CEO

BUYER

Great Lakes Concrete Products LLC,
a New York limited liability company
5690 Camp Road
Hamburg, New York 14075

Dated:

4/5/12

By:

Bernard DiPizzo, L.
Rosanne DiPizzo Bernard DiPizzo
Member managing member

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Great Lakes Concrete Products LLC Promissory Note Amortization Schedule

Compound Period : Semiannual

Nominal Annual Rate : 4.000 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	05/01/2012	200,000.00	1		
2 Payment	11/01/2012	52,524.75	4	Semiannual	05/01/2014

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	05/01/2012				200,000.00
1	11/01/2012	52,524.75	4,000.00	48,524.75	151,475.25
2012 Totals		52,524.75	4,000.00	48,524.75	
2	05/01/2013	52,524.75	3,029.51	49,495.24	101,980.01
3	11/01/2013	52,524.75	2,039.60	50,485.15	51,494.86
2013 Totals		105,049.50	5,069.11	99,980.39	
4	05/01/2014	52,524.75	1,029.89	51,494.86	0.00
2014 Totals		52,524.75	1,029.89	51,494.86	
Grand Totals		210,099.00	10,099.00	200,000.00	

Spectra-Glaze Factory Equipment List

Stretcher Line

Mix Tanks
Bucket Rotators
Slurry Cup Dispenser
Shaker Table
Vibration table
Mold Placement Trough
Block/Mold Alignment Jigs
One - Mold Return Rack
Five - Mold Return Carts
Second Vibration Table
45 Foot Kiln
Kiln Blower and Ignition System
Scoring Machine w/ one scoring shaft
Three - Extra Scoring Machine Shaft Assemblies
Scoring Shaft Cart
Dust Collectors
Mold Return Line
Quality Inspection Gravity Conveyor
Stretcher Line Controls to Motor Starters
Sound Machine Router
Resin Pumps

Additional Inventory at no cost to Great Lakes (approx.)

Block Caps - 9 1/4 pallets (No Print on Caps) Full Retail Value about \$2,500.00
Perkadox Catalyst - 3/4 box Full Retail Value about \$100.00
Granules - 9 pallets (Various Colors) Full Retail Value about \$3,500.00
Banding Sand - 1 pallet Full Retail Value about \$700.00
Assorted Pigment (approximately 250 charges) Full Retail Value about \$3,500.00

Exhibit 2

Promissory Note

1. Names

Borrower:

Great Lakes Concrete Products LLC, a New York limited liability company
5690 Camp Road
Hamburg, New York 14075

Lender:

Clayton Block Co., Inc, a New Jersey corporation
P.O. Box 3015
Lakewood, New Jersey 08701

2. Promise to Pay

For value received, Borrower promises to pay Lender \$200,000 and interest at the yearly rate of 4% on the unpaid balance as specified below.

3. Installments

Borrower will pay semi-annual installments according to Attached Amortization Schedule (Exhibit.). Payments shall be made at Lender's address shown above.

4. Date of Installments

Borrower will make 4 installment payments of \$52,524.75, on the following dates, November 1, 2012, May 1, 2013, November 1, 2013, and May 1, 2014.

5. Application of Payments

Payments will be applied first to interest and then to principal.

6. Prepayment

Borrower may prepay all or any part of the principal without penalty.

7. Loan Acceleration

If Borrower is more than 30 days late in making any payment, Lender may declare that the entire balance of unpaid principal is due immediately, together with the interest that has accrued.

8. Security

This is an unsecured note.

9. Collection Costs

If Lender prevails in a lawsuit to collect on this note, Borrower will pay Lender's costs and lawyer's fees in an amount the court finds to be reasonable.

Costs

10. Entire Agreement

This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

11. Successors and Assignees

This agreement binds and benefits the heirs, successors and assignees of the parties.

12. Notices

All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered:

- in person
- by certified mail, or
- by overnight courier.

13. Governing Law

This agreement will be governed by and construed in accordance with the laws of the state of New Jersey.

14. Modification

This agreement may be modified only by a writing signed by the party against whom such modification is sought to be enforced.

15. Waiver

If one party waives any term or provision of this agreement at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this agreement, that party retains the right to enforce that term or provision at a later time.

16. Severability

If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable and such provision shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.

17. Disputes

If a dispute arises, the parties will try in good faith to settle it through mediation conducted by a mediator to be mutually selected. The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within 30 days after it is referred to the mediator, it will be arbitrated by an arbitrator to be mutually selected. Judgment on the arbitration award may be entered in any court that has jurisdiction over the matter. Costs of arbitration, including lawyers' fees, will be allocated by the arbitrator.

BORROWER

Great Lakes Concrete Products LLC,
a New York limited liability company
5690 Camp Road
Hamburg, New York 14075

Dated: 4/5/12

By: Bernard DiPizio
~~Resanne DiPizio~~ Bernard DiPizio
Member

Personal Guarantee of a Promissory Note

In consideration of Clayton Block Co., Inc lending funds to Great Lakes Concrete Products LLC, I personally guarantee the timely payment of the above promissory note.

Dated: 4/5/12

By: Bernard DiPizio
~~Resanne DiPizio~~ Bernard DiPizio

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Great Lakes Concrete Products LLC Promissory Note Amortization Schedule

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1	11/01/2012	52,524.75 <i>pd 11/24/12</i>	4,000.00	48,524.75	151,475.25
2012 Totals		52,524.75	4,000.00	48,524.75	
2	05/01/2013	52,524.75	3,029.51	49,495.24	101,980.01
3	11/01/2013	52,524.75	2,039.60	50,485.15	51,494.86
2013 Totals		105,049.50	5,069.11	99,980.39	
4	05/01/2014	52,524.75	1,029.89	51,494.86	0.00
2014 Totals		52,524.75	1,029.89	51,494.86	
Grand Totals		210,099.00	10,099.00	200,000.00	